

REPRESENTATION AGREEMENT (Section 9)RA9 authorities for **health care** and **personal care**

NOTE: Do NOT change or add wording to this Agreement. Do NOT leave any fields blank – read instructions. Do not use whiteout. This form and wording are copyright and for personal use of the individual who requested it. Any other use requires permission. Nidus provides **detailed Instructions** for completing this Basic RA9 on the website at www.nidus.ca – click RA forms in sidebar.

- 1** In accordance with the Representation Agreement Act R.S.B.C. 1996 c. 405 as amended (“RA Act”), this Representation Agreement (“Agreement”) is made on:

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|--|
| Date the Adult and Witnesses signed (Month, DD, YYYY) as at page 4 |
|--|

2 Adult’s Information

This Representation Agreement belongs to:

| | |
|---|---|
| Full legal name of the Adult (first, middle, last) | Common name/Nickname |
| Current address of the Adult (incl. city, BC and postal code) | |
| Adult’s phone number (incl. area code) | Adult’s date of birth (Month, DD, YYYY) – must be at least 19 years old |

3 Naming of Representative

I name the following person to be my representative:

| | |
|--|--|
| Full name of the Representative (first, middle, last) | |
| Full address of the Representative (incl. city, province/state/region, country, postal/zip code) | |
| Representative’s phone number (incl. area code) | Relationship of Representative to Adult (adult’s spouse, sister, friend, etc.) |

4 Authority of Representative

My representative is authorized to assist me to make decisions or to make decisions on my behalf and to do anything that the representative considers necessary in relation to my personal care or my health care, in accordance with subsections 9(1)(a) and 9(3) of the Representation Agreement Act. For example:

- My representative’s authority includes giving, refusing or withdrawing consent for all kinds of **health care**, as defined in the Health Care (Consent) and Care Facility (Admission) Act, in any and all circumstances and includes but is not limited to the following:
 - > Health care as required for therapeutic, preventive, palliative, diagnostic, cosmetic or other purpose related to health and including minor and major health care, for example decisions about:
 - Medications, tests, assessments, immunizations, any treatment involving a general anesthetic, surgery, electroconvulsive therapy, kidney dialysis, laser surgery, radiation therapy, chemotherapy;
 - Dental care, occupational therapy, physiotherapy, naturopathic medicine, dietetics (nutrition), podiatry, massage therapy, vision care, speech and hearing care;

Continued...

Basic RA9 Page 1/7

Authority of Representative continued...

- A plan for minor health care; and
- Participation in a medical research program approved by an ethics committee designated in the Health Care Consent Regulation section 2;
- > Refusing life supporting health care even if the refusal will result in my death;
- > Physically restraining, moving or managing me or authorizing others to do so in order to provide health care and despite any objections by me; and
- > Giving consent to health care even if I am refusing consent at the time the health care is provided.
 - My refusal may be due to delirium, dementia, delusions or hallucinations as a result of a mental disorder, illness or injury or disease, reaction to medication(s), addiction, infection, or other condition or a combination of these, any of which may impair my judgment and/or insight. An intent of this authority is to avoid involuntary committal under the Mental Health Act;
- My representative's authority includes giving, refusing or withdrawing consent for all **personal care** matters in any and all circumstances and includes but is not limited to decisions about:
 - > Living arrangements of all kinds, including to live with family/friends or in my own home, supported living, home sharing and home share (as in the community living sector), hospice/palliative care, other types of shelter such as assisted living or any type of residential (care) facility and including those defined in the Health Care Consent and Care Facility Admission Act and those governed by the Community Care and Assisted Living Act;
 - > Service/support arrangements of any kind – including assessments, planning and managing – for any type of setting. This may involve hiring and supervising staff, including those in my employ. This includes all matters necessary for my qualification and participation in the Choices in Supports for Independent Living Program (Ministry of Health) or Direct Funding Program (Community Living BC);
 - > Licenses, permits, approvals and other authorizations;
 - > Physically restraining, moving or managing me or authorizing others to do so in order to provide personal care and despite any objections by me;
 - > Diet, exercise, employment, education, participation in activities; and
 - > Personal safety and contact with others.

I expressly authorize my representative to give, refuse or withdraw consent to the kinds of health care that may be prescribed under subsection 34(2)(f) of the Health Care (Consent) and Care Facility (Admission) Act, as amended from time to time, and notwithstanding any additional conditions or restrictions applied to a Temporary Substitute Decision Maker.

- As outlined in the Health Care Consent Regulation section 5, this includes authority for decisions about organ/tissue donation for transplant (e.g. living donation for a family member), experimental health care where the expected benefit does not outweigh the foreseeable risk, and psychosurgery, which may involve manipulating brain tissue to manage symptoms or seizures.

*Continued...**Representation Agreement of*

| |
|--|
| Full legal name of the Adult (first, middle, last) |
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Authority of Representative continued...

In accordance with section 36 of the RA Act, making this Agreement does not deny me, when capable, of the right to act for any authority granted to my representative. As outlined in subsection 9.1(a), my representative's authority continues to be in effect even if I become incapable after this Agreement is executed.

As provided in section 18 of the RA Act, my representative has the same **right to all information and records** that I do, and that relate to the representative's areas of authority or my incapability.

My representative must keep general accounts and records concerning the exercise of their authority, in accordance with subsection 16(8) of the RA Act. They are not required to keep additional accounts or records. As permitted by subsection 3.1(3) of the Representation Agreement Act Regulation, I declare that my representative is not required to keep any of the care records described in subsection 3.1(2) of that Regulation.

5 Naming of Alternate Representative

I name the following person to be my alternate representative ("alternate"):

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|--|---|
| Full name of Alternate Representative (first, middle, last) | |
| Full address of Alternate Representative (incl. city, province/state/region, country, postal/zip code) | |
| Alternate's phone number (incl. area code) | Relationship of Alternate to the Adult (adult's spouse, sister, friend, etc.) |

6 When the Alternate May Act

The alternate representative may move up as the temporary or permanent replacement, if the representative is unable or unwilling to act or continue to act due to death, illness, resignation or other circumstances.

7 Confirmation of Substitution

Confirmation that the representative is temporarily or permanently unable or unwilling to act or continue to act is sufficient when provided in writing by the adult or representative or alternate representative named in this Agreement.

If the person originally named as the representative (at #3) becomes able to act again, confirmation of their substitution is sufficient when provided in writing by the adult or the person named as representative (at #3) or as alternate (at #5) named in this Agreement.

8 Instructions and Wishes

My representative and alternate representative know my instructions, wishes, values and beliefs and I trust them to apply these in the appropriate circumstance.

Representation Agreement of

Full legal name of the Adult (first, middle, last)

9 When Agreement is in Effect

This Agreement is in effect upon execution. *(When signed by the adult, witnesses and at least one of the persons named who will act as the representative.)*

10 Execution (Signing and Witnessing)

****To comply with physical distancing during Covid-19, this Agreement may have more than one page 4 (signed in counterpart and in each other's presence).**

The Adult's Signature

I am the adult named in this Representation Agreement and I signed first in the presence of the witnesses named below.

| | |
|------------------------------------|---|
| Signature of the Adult | Date the Adult and Witnesses signed (Month, DD, YYYY) |
| PRINT full legal name of the Adult | |

Witness signing instructions and qualifications: This form is for personal use and self-help. It requires two witnesses. This form is not for witnessing by one lawyer or one notary public. Witnesses must be 19 years or older and must understand the type of communication used by the adult or have received interpretive assistance to understand. Witnesses must not be a representative or alternate named in this Agreement or the spouse, parent, child, employee, or agent of a representative/alternate. If the representative/alternate is a lawyer and member in good standing of the Law Society of BC, or a member in good standing of the Society of Notaries of BC, or the Public Guardian and Trustee of BC, then their employee or agent may be one of the witnesses.

Witnesses to the Adult's Signature (Two are required)

We confirm the adult named above signed this Agreement in our presence. We are signing it in the presence of the adult and each other and we meet the requirements of witnesses as above.

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|---|
| Signature of WITNESS #1 |
| PRINT full legal name of Witness #1 |
| Street Address of Witness #1 |
| City, Province/State/Region, Country, PCode of Witness #1 |
| Phone Number of Witness #1 (incl. area code) |

| |
|---|
| Signature of WITNESS #2 |
| PRINT full legal name of Witness #2 |
| Street Address of Witness #2 |
| City, Province/State/Region, Country, PCode of Witness #2 |
| Phone Number of Witness #2 (incl. area code) |

Continued...

Execution continued...

This Representation Agreement is made by:

| | |
|--|---|
| PRINT full legal name of the Adult (first, middle, last) | Date the Adult and Witnesses signed (Month, DD, YYYY) as at p.4 |
|--|---|

Representative/alternate signing instructions: *The representative and alternate do NOT have to sign at the same time as the adult; BUT they cannot sign until after the adult and witnesses have signed. The representative and alternate do not have to sign at the same time as each other. They do NOT need witnesses for their signatures. At least one must sign below or the Agreement is not in effect. It is recommended that all sign below in case only one is available during an emergency.*

This Agreement may have more than one page 5.

If one or more lives out of town, send them a copy of this page and their Certificate. They return these with their original signature (use regular mail or courier).

***To comply with physical distancing during Covid-19, the representative and alternate may sign on separate copies of this page (signed in counterpart and at different times).*

Representative and Alternate Representative Signatures

By signing, I confirm that I am named in this Representation Agreement and I am at least 19 years old. I am not compensated for providing health or personal care services to the adult unless I am the adult’s spouse or the adult’s parent or child (by birth or adoption). I am not an employee of a facility where the adult resides and receives health or personal care services unless I am the adult’s spouse or the adult’s parent or child (by birth or adoption).

| |
|---|
| Signature of Representative |
| PRINT full name of Representative |
| Date signed (Month, DD, YYYY) by Representative |

| |
|---|
| Signature of Alternate Representative |
| PRINT full name of Alternate Representative |
| Date signed (Month, DD, YYYY) by Alternate |

11 Information

This Representation Agreement (and any subsequent revocation or resignation) may be registered with the online Nidus Personal Planning Registry™ at: <https://nidusregistry.ca/>
The following information relates to the wording of this Agreement. It is not legal advice.

- The Representation Agreement Act recognizes that decision making is on a continuum:
- Making a Representation Agreement does not prevent the adult, when capable, from acting for any authority given to a representative. [Sec. 36 RA Act]
 - A representative has the right to access information on the adult’s behalf as noted under authority of a representative. [Sec. 18]
 - An adult does not have to be labelled ‘incapable’ or lose their rights to guardianship in order to receive help from their representative.
 - An Agreement facilitates independent, interdependent (supported) and substitute decision making. An Agreement is in effect immediately, when executed.

Continued...

Information continued...

This Representation Agreement is made by:

Full legal name of the Adult (first, middle, last)

A representative under this Agreement may:

- Be reimbursed for reasonable out-of-pocket expenses related to any health care or personal care duties. The law forbids being paid a fee-for-service for decisions or actions related to health care matters. A fee-for-service to the representative for personal care matters must first be approved by the Supreme Court of BC. [Sec. 26]
- Engage the services of a qualified person to assist with activities related to their authority (e.g. attend an appointment with the adult). A representative can NOT delegate their authority for decision making or consent. [Sec. 17]
- Release information about the adult in order to carry out their duties – e.g. to health care providers. [Sec. 22]

This Agreement does NOT authorize:

- Making arrangements for the temporary care and education of the adult's minor children or other dependants; [Sec. 9(2)(b)];
- Interfering with the adult's religious practices; [Sec. 9(2)(c)]
- Allowing the adult's spouse to continue to act as a representative if their marriage or marriage-like relationship breaks down as defined in section 4(3) of the Family Law Act; [Sec. 29] or
- Dealing with any financial matters. [Sec. 9]

A Representation Agreement can NOT authorize a representative to:

- Deal with matters related to sterilization (birth control) for non-therapeutic purposes. [Sec. 11]
- Refuse treatment or placement if the adult is involuntarily committed under the Mental Health Act. (Having a Representation Agreement should make use of the Mental Health Act a last resort). [Sec. 11]
- Do anything that is against the law. This currently includes:
 - Euthanasia (only an adult considered capable of consent to medical assistance in dying may request it and it must also be administered while they are capable of consent).

The duties of a representative are outlined in section 16 of the RA Act. These include:

- Acting honestly and in good faith and within the authority of the Agreement.
- When helping the adult to make decisions or making decisions on the adult's behalf, a representative must:
 1. Consult, to the extent reasonable, the adult's current wishes and follow these unless they cannot be determined or are unreasonable in the circumstance.
 2. If current wishes cannot be followed, go by the adult's instructions or wishes expressed (verbally or in writing) when capable (and that apply to the circumstance).
 3. If there are no specific wishes that apply, follow the adult's known values and beliefs.
 4. If the adult's values and beliefs are not known, as a last resort, act according to what the representative thinks is best. (The health care consent legislation outlines the steps for this in subsection 19(3) or see Nidus' detailed section 16 of the RA Act.)

Continued...

Information continued...

This Representation Agreement is made by:

Full legal name of the Adult (first, middle, last)

Consent for Admission to a Care Facility:

- As of November 4, 2019, the Ministry of Health put into effect amendments and new procedures related to consent for admission to a care facility as defined in the Health Care Consent and Care Facility Admission Act (HCC&CFA Act). The new procedures do not apply to moving into an assisted living residence, but do apply to other types of residential care including long-term care and hospice. For more details go to www.nidus.ca > Information (top menu bar) > Personal Care
- A representative under this Agreement is authorized to give or refuse consent to admission to care facilities governed by Part 3 of the HCC&CFA Act, IF the adult has been found incapable of consent for such a decision. The governing legislation outlines the duties of a representative for this type of decision, which are different from duties in the Representation Agreement Act as listed under the previous heading on page 6. The decision for consent to facility admission is not based on self-determination – the adult’s personal wishes and values. Instead, this decision is based on ‘best interests’ – what is considered best for the adult.

This Agreement ends: [Sec. 29]

- When the adult dies.
- If the adult revokes (cancels) the Agreement (check for Notice of Revocation – making a new Agreement does not automatically revoke the previous one).
- If a person named as representative or alternate is the adult’s spouse and their marriage or marriage-like relationship breaks down as defined in section 4(3) of the Family Law Act. However, this Agreement may continue if someone else is named in this Agreement and is able and willing to act as the representative.
- If the representative and alternate are both permanently unable to act or unwilling to act or continue to act. This includes by resignation (check for Notice of Resignation).
- If the Supreme Court of BC appoints a committee of person (check for court order).
- If the Supreme Court of BC cancels this Agreement.

For further information, go to www.nidus.ca

- Click on Information > Representation Agreement
- Click on Information > Health Care Consent (*Note: a Do Not Resuscitate/No-CPR form and the Medical Order for Scope of Treatment [MOST] form are physician orders – an old practice. These orders and living wills are not recognized in BC law as a substitute consent, if a patient is incapable of consent. These documents may have relevance in an emergency as defined in section 12.1 of the Health Care Consent and Care Facility Admission Act, but only if voluntarily signed by the adult/patient when capable of consent and no evidence the patient/adult has changed their mind.*)

To view legislation go to www.bclaws.ca